

THE FREDERICK J. STATTS AND
GENEVA S. STATTS FAMILY TRUST,
ELIZABETH STATTS MCCREA,
TRUSTEE,

V.


Defendant.

[illegible]

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The allegations reflect that Plaintiff asked a State Farm underwriter and agent whether Plaintiff's Rental Dwelling Policy included liability coverage for bodily injury or property damage "loss claims" caused by Plaintiff's chromated copper arsenate treated wood deck. (Compl. ¶ 7). They allegedly advised that the State Farm Policy excludes coverage for pollutants. (*Id.*). In other words, Plaintiff asked a question about potential liability coverage under the policy, and State Farm answered the question. There was no underlying loss, suit, claim or occurrence. Consequently, there are no facts upon which State Farm could make a formal determination of liability coverage. Accordingly, Defendant's Motion to Dismiss (Filing No. 9) is **GRANTED**.

SO ORDERED this 11th day of February 2019.



RICHARD L. YOUNG, JUDGE
United States District Court
Southern District of Indiana

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